

BOARD OF COMMISSIONERS

WORK SESSION AGENDA

MONDAY, DECEMBER 7, 2015

7:00 P.M.

Police Department – Crime Update

NEXT WEEK:

2016 Budget Adoption

Ordinance No. P13A and P13C-2015

Zoning Reclassification (2nd Reading)

Ordinance No. P27-2015

Traffic (2nd Reading)

Ordinance No. P30-2015

**Chapter 95 Garbage, Rubbish and Refuse
(1st Reading)**

Resolution No. 1991-2015

2016 Meeting Dates

Resolution No. 1992-2015

Land Development – 5 Llandillo Road

Resolution No. 1993-2015

Multi-Modal Grant Application –

Contract Award

Tri-State Financial Group – administration and collection of business privilege, mercantile and local services tax

ORDINANCE NO. P 30 - 2015

AN ORDINANCE OF THE TOWNSHIP OF HAVERFORD, COUNTY OF DELAWARE, COMMONWEALTH OF PENNSYLVANIA, AMENDING AND SUPPLEMENTING ORDINANCE NO. 1960, ADOPTED JUNE 30, 1986, AND KNOWN AS THE "GENERAL LAWS OF THE TOWNSHIP OF HAVERFORD", FURTHER AMENDING AND SUPPLEMENTING CHAPTER 95, GARBAGE, RUBBISH AND REFUSE.

BE IT ENACTED AND ORDAINED by the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, and it is enacted and ordained by the authority of the same:

SECTION 1. AMENDMENTS

Chapter 95, Garbage, Rubbish and Refuse, §95-17, *Storage, handling and disposal*, further subsection B, *Containers*, is hereby amended to read:

B. (1) All refuse receptacles shall be durable, watertight and made of rust-resistant metal or plastic and have a tight fitting lid. The size of each container shall not exceed ~~thirty-five-~~ **fifty (50)** gallon capacity.

SECTION 2. REPEALER

Any ordinance or part of ordinance to the extent that it is inconsistent herewith is hereby repealed.

SECTION 3. SEVERABILITY

The provision of this ordinance are severable and if any section, sentence, clause, part, or provision hereof shall be held illegal, invalid or unconstitutional by any Court of competent jurisdiction, such decision of this shall not affect or impair the remaining sections, sentences, clauses, parts or provisions of this ordinance. It is hereby declared to be the intent of the Board that this ordinance would have been adopted if such illegal, invalid or unconstitutional section, sentence, clause, part or provision had not been included herein.

SECTION 4. EFFECTIVE DATE.

This ordinance shall become effective 10 days following final adoption by the Board of Commissioners and publication as required by law.

ADOPTED this day of , 2016.

TOWNSHIP OF HAVERFORD

BY:

President
Board of Commissioners

Attest: Lawrence J. Gentile
Township Manager/Secretary

RESOLUTION NO. 1991 – 2015

WHEREAS, the Township of Haverford, in January 1977, became a Home Rule Municipality; and

WHEREAS, the Home Rule Charter provides that the dates of public meetings to be held during the year by the Board of Commissioners shall be set forth in a Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, that the following are the dates of the public meetings to be held during the year 2016 unless otherwise advertised.

BOARD OF COMMISSIONERS

January 4, 2016– Reorganization – 7:30 P.M.

WORK SESSIONS – 7:00 P.M.

February 1	July 5 - Tuesday
March 7	August 1
April 4	September 6 - Tuesday
May 2	October – NO WORK SESSION
June 6	November – NO WORK SESSION
	December 5

REGULAR MEETINGS – 7:00 P.M.

January 11	June 14 - Tuesday
February 8	July 11
March 14	August 8
April 11	September 12
May 9	October 11 – Tuesday
	November 14
	December 12

All Board of Commissioners Meeting will be held in the Commissioners Meeting Room of the Ernest J. Quatrani Building, 2325 Darby Road, Havertown, PA. All other regular meetings shall be held in the same place at 7:00 p.m.

FURTHER BE IT RESOLVED that the following Boards will hold public meetings during the year 2016 as designated:

ENVIRONMENTAL ADV COMMITTEE	1st Tuesday, 7:30 PM, in the Annex
RHM SEWER AUTHORITY	1st Tuesday, 7:30 PM, at RHM
FRIENDS OF THE GRANGE	1st Thursday, 7:00 PM, at the Grange
ZONING HEARING BOARD	1st and 3rd Thursdays, 7:45 PM, in the Commissioners Meeting Room
HEALTH ADVISORY BOARD	2ND Tuesday, 7:00 PM, in the Annex (No meetings June, July and August)
PLANNING COMMISSION	2nd and 4th Thursdays, 7:30 PM, in the Commissioners Meeting Room
CABLE BOARD	2nd Wednesday, 7:30 PM, in the Commissioners Meeting Room
HISTORICAL COMMISSION	3rd Monday, 7:00 PM, in the Commissioners Meeting Room
SENIOR CITIZENS ADVISORY BOARD	3rd Tuesday, 7:00 PM, in the Annex (6 meetings) March, April, May, September, October & November
ICE RINK ADVISORY BOARD	3rd Tuesday, 7:30 PM, at the Skatium
HUMAN RELATIONS COMMISSION	3RD Wednesday, 7:00 PM, in the Annex (beginning January and every other month)
SHADE TREE COMMISSION	4TH Monday, 7:30 PM, in the Commissioners Meeting Room
LIBRARY BOARD	3RD Wednesday, 7:00 PM, Library Board Room
PARKS AND RECREATION	4TH Tuesday, 7:30 PM, in the Commissioners Meeting Room
BUREAU OF FIRE	4TH Tuesday, 7:00 PM, at the Manoa Fire House

RESOLVED this 14th day of December, 2015.

TOWNSHIP OF HAVERFORD
By: Mario A. Oliva, President
Board of Commissioners

Attest: Lawrence J. Gentile, Township Manager

RESOLUTION NO. 1992-2015

WHEREAS, the Minor Subdivision & Land Development Plan for Llandillo Road Development Partners, LLC, for the property at 5 Llandillo Road, Haverford Township, Delaware County, has been submitted to permit the subdivision of D.C. Folio No. 22-02-00709-00 into two lots, each containing approximately 6,250 square feet, and for the development of D.C. Folio No. 22-02-00650-00 by converting the existing 2-story stone building into 13 apartment units with associated parking. The subject property is zoned R-4 Residential District, and is located in the 2nd Ward. The aforesaid plans were prepared by Maser Consulting P.A., Philadelphia, PA, dated 9/21/15 and last revised on _____; and

WHEREAS, At the Planning Commission meeting of Thursday, December 10, 2015, a motion was passed recommending approval of the above-referenced plan subject to compliance with the conditions and recommendations of the Township Engineer's letter of _____, 2015:

WHEREAS, said plans have been submitted before the Board of Commissioners of the Township of Haverford for consideration in accordance with the Pennsylvania Municipalities Planning Code, Act 247, as amended, and pursuant to the Haverford Township Subdivision and Land Development Regulations, Ordinance 1960, Chapter 160, Sections 4. A and B.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, that the recommendations and findings of the Planning Commission are hereby adopted and Minor Subdivision and Land Development Plan for Llandillo Road Development Partners, LLC for the property at 5 Llandillo Road, Haverford Township, Delaware County, dated 9/21/15 and last revised on _____, is **approved** subject to compliance with the recommendations described hereinabove.

RESOLVED this 14th day of December, 2015.

TOWNSHIP OF HAVERFORD

By: Mario A. Oliva
President
Board of Commissioners

Attest:

Lawrence Gentile
Township Manager/Secretary

RESOLUTION NO. 1993-2015
Township of Haverford

Pennsylvania Department of Transportation
Multimodal Transportation Fund (MTF)

NOW, THEREFORE, BE IT RESOLVED, that Haverford Township hereby requests a Multimodal Transportation Fund Grant in the amount of \$451,000 from the Pennsylvania Department of Transportation to be used for multimodal, streetscape and pedestrian improvements along the west side of Darby Road from Strathmore Road to the Haverford Middle School.

BE IT FURTHER RESOLVED that the Board of Commissioners does hereby designate Lawrence J. Gentile (Township Manager) as the official to execute all documents and agreements between the Township and the Pennsylvania Department of Transportation to Facilitate and assist in obtaining the requested grant.

RESOLVED this 14th day of December 2015.

TOWNSHIP OF HAVERFORD

BY: _____
Mario A. Oliva, President
Board of Commissioners

ATTEST:

Lawrence J. Gentile
Township Manager/Secretary

AGREEMENT

AGREEMENT made this _____ day of _____, 2015, by and between Haverford Township, Delaware County, Pennsylvania, hereinafter referred to as "Haverford" and Tri-State Financial Group, LLC of Bridgeport Borough, Montgomery County, Pennsylvania, hereinafter referred to as "TFG".

W I T N E S S E T H

WHEREAS, Act No. 511 of the 1965 General Assembly of the Commonwealth of Pennsylvania, enacted December 31, 1965, and effective January 1, 1966, authorizes certain political subdivisions to levy, assess and collect a tax on (1) the privilege of engaging in a business, hereinafter referred to as the Business Privilege Tax; (2) any sales of merchandise wither wholesale or retail or restaurants serving food, hereinafter referred to as the Mercantile Tax; (3) individuals for the privilege of engaging in an occupation, hereinafter referred to as the Local Services Tax; and

WHEREAS, Haverford, by ordinance, has levied, assessed and provided for the collection of a Business Privilege Tax, Mercantile Tax, and Local Services Tax; and

WHEREAS, Haverford and TFG have negotiated an agreement hereby and whereunder Haverford will hire TFG to collect the Business Privilege Tax, Mercantile Tax, and Local Services Tax levied by Haverford.

NOW, THEREFORE, the parties hereto, each intending to be legally bound hereby, do covenant and agree as follows:

1. Haverford does hereby designate and appoint TFG as collector of the Business Privilege Tax, Mercantile Tax, and Local Services Tax levied by Haverford for the period beginning January 1, 2016 and ending December 31, 2017;
2. TFG agrees:
 - a. to supply, at their expense, all personnel, papers, forms, notices, postage, data processing equipment and all else necessary to efficiently collect the above-mentioned taxes levied by Haverford;
 - b. to collect the taxes and deliver to Haverford or deposit into a designated account of Haverford all sums collected by them at any time the total on hand and made available by TFG's bank exceeds ten thousand dollars (\$10,000.00) or when the amount does not exceed ten thousand dollars (\$10,000.00) at least every fifteen (15) days;
 - c. to indemnify, hold free and save harmless Haverford from any and all acts or omissions of TFG in the collections of the above mentioned taxes. TFG further agrees to secure and maintain a fidelity bond of at least One Hundred Thousand Dollars

(\$100,000.00). Haverford shall save harmless and indemnify TFG from and against any and all loss, damage or claim for actual or attempted tax collection arising from the withholding of correct, legal or proper information by Haverford from TFG.

3. Haverford agrees to compensate and reimburse TFG, as earned commission, for all of TFG's services and for all materials furnished including, but not limited to, expenditures made by TFG for equipment, supplies, personnel and related expenses, as follows:

- an amount equal to 2.5% of the gross taxes collected by TFG, including any receipts collected by the Haverford Tax Solicitor on cases referred by TFG (exclusive of fines, attorney fees, audit assessments and judgments), up to (\$2,050,000.00) dollars.
- For all amounts collected in excess of \$2,050,000.00 dollars and up to \$2,250,000.00, including any receipts collected by the Haverford Tax Solicitor on cases referred by TFG (exclusive of fines, attorney fees, audit assessments and judgments), Haverford agrees to increase TFG's compensation/commission to an amount equal to 10.0% of the gross tax collected by TFG.
- And for all accounts collected in excess of \$2,250,000.00 dollars, including any receipts collected by the Haverford Tax Solicitor on cases referred by TFG (exclusive of fines, attorney fees, audit assessments and judgments), Haverford agrees to compensate and reimburse TFG an amount equal to 6.0% of the gross tax collected in excess of \$2,250,000.00 dollars for all tax accounts collected by TFG.
- And for any trips to District Justice Court, or any Court of Law, in their capacity as representatives of Haverford Township, at a flat rate of \$50.00 per trip.

4. TFG agrees to make available to the accountant or firm of accountants or any other person appointed by Haverford all relevant books and records relating to the collection of said taxes by TFG for Haverford, however, that such audit shall be performed at a mutually convenient time and that someone designated by TFG, shall be present and participate in such audit. Such audit is optional on the part of Haverford.

5. The covenants and provisions of this Agreement shall be binding for the period beginning January 1, 2016, and ending December 31, 2017. Either party may terminate this Agreement at the expiration of the term hereby created, by giving to the other party

ninety (90) days written notice of intention to do so, but in default of such notice, this Agreement, with all the conditions and covenants thereof, shall continue for the additional period of one (1) year and so on from year to year until terminated by either party giving to the other party ninety (90) days written notice of intention to terminate said Agreement at the expiration of the then current term.

6. In the event of termination after the expiration of the term, or renewal thereof, TFG agrees to deliver to Haverford any and all records which relate to the collection of the taxes for Haverford within fifteen (15) working days.

7. Concurrently with the execution hereof, Haverford will deliver to TFG copies of the Ordinances and copies of all rules and regulations and other pertinent materials relating to the above-mentioned taxes of Haverford. Haverford agrees to deliver to TFG, within fifteen (15) days after enactment, all amendments to the above-mentioned Ordinances and to the rules and regulations pertaining thereto. Haverford will supply or make available to TFG other Haverford records which can and will be used in the collection of these taxes.

8. This Agreement represents the entire agreement between the parties and any modification of same shall be executed by the parties in writing to be valid.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 2015.

TOWNSHIP OF HAVERFORD

By: _____

Attest: _____

TRI-STATE FINANCIAL GROUP, LLC

By: _____

Witness: _____